



BT Managed Cloud Security (Cisco Cloud Umbrella) Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – BT Manged Cloud Security (Cisco Cloud Umbrella) Service

1 Service Summary

BT will work with the Supplier to provide you with the BT Managed Cloud Security (Cisco Cloud Umbrella) Service. The Service provides you with a right to access and use Service Software enabling you to protect your Users from threats from the Internet. The Service is comprised of:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (the “Cisco Cloud Umbrella Service”).

2 Standard Service Components

BT will provide you with all the following standard service components (“**Standard Service Components**”) in accordance with the details as set out in any applicable Order:

- 2.1 **Service Software:** BT will provide you the right to access and use of the cloud based managed security service for the number of purchased Users, User Subscriptions and Locations.
- 2.2 **Customer Portal:** BT will provide to you the right to access and use the Supplier’s web-based User interface (“**Customer Portal**”).
 - 2.2.1 The Customer Portal is an administrative portal for creating and managing security policies, reporting and analysing traffic.
 - 2.2.2 The Customer Portal gives you a primary Administrator account that will allow you to create multiple Administrators and enables you to:
 - (a) review statistics of all malware that is stopped and other Internet content that is blocked;
 - (b) create access restrictions and apply these to specific Users or groups of Users;
 - (c) customise browser alert pages seen by Users when web-access is denied;
 - (d) update administration details for real-time email alerts; and
 - (e) configure and schedule automated system auditing and reporting.
- 2.3 **Gold Support Service:** BT will provide you with the support service (“**Gold Support Service**”) that will comprise of:
 - 2.3.1 a Service Desk;
 - 2.3.2 a Help Desk;
 - 2.3.3 BT will support the following under the Gold Support Service:
 - (a) login issues;
 - (b) connectivity issues (identified as being due to vendor platforms);
 - (c) policy issues;
 - (d) file blocking (false positives);
 - (e) SSL Certificate issues;
 - (f) URL categorization issues; and
 - (g) browsing speed/latency issues;
 - 2.3.4 BT will not be responsible for supporting the following under the Gold Support Service:
 - (a) issues on end-user machines (e.g. operating system, coding languages and security settings);
 - (b) end to end network connectivity (e.g. your network, Internet connectivity);
 - (c) identity source management;
 - (d) policy ownership; or
 - (e) security information and event management analysis.

3 Service Options

BT will provide you with any of the following options (“**Service Options**”) as set out in any applicable Order and in accordance with the details as set out in that Order:

- 3.1 Client Software: BT will provide you with an optional software on a customer self-service basis and provide you with a configuration guides on how to set up the following Service Options. You may download the following features, from the link BT will provide you with:
 - 3.1.1 **Umbrella Virtual Appliance Software** is a software that you will install onto Customer Equipment. When implemented, it allows visibility of internal networks and Active Directory integration to add more granular identity information (“**Umbrella Virtual Appliance Software**”). You will direct your DNS traffic through Umbrella Virtual Appliance Software and it will start mapping your network based on specific internal IP Addresses or subnets;
 - 3.1.2 **Umbrella Roaming Client Software** protects remote and roving Users and provides user-level granularity (adds hostname and AD info). This is a DNS client that runs on your Windows computers. Umbrella Roaming Client Software allows the Cisco Cloud Umbrella Service and policy-based protection, including Intelligent Proxy, to be enforced no matter the network you are connected to. It includes the ability to deliver granular policy enforcement and reporting information about the specific computer identity or even the logged-in Active Directory user (“**Umbrella Roaming Client Software**”). Umbrella Roaming Client Software will be available for Windows operating systems exclusively;
 - 3.1.3 **SSL Certificate** is recommended for your Intelligent Proxy. SSL Certificate is a downloadable software that will broaden the scope of protection (“**SSL Certificate**”). You will install the Cisco Root Certificate in order to make the decryption possible (the website will not be accessible without Cisco Root Certificate). The Intelligent Proxy will be enabled by default from the MSSP console as part of your initial deployment;
 - 3.1.4 **Amazon S3 Bucket Service** is a logging service that enables access to the logs such that they can be continually accessed or copied to a third party reporting or alerting solution (“**Amazon S3 Bucket Service**”). Where you wish to utilise your log data externally with an external reporting solution or SIEM, you will be able to configure Amazon S3 Bucket Service within Cisco Cloud Umbrella Service, and within a designated geography;
 - 3.1.5 **2FA Authentication** is the ability to add a second factor of authentication to your login (“**2FA Authentication**”). This combines something you know (your password) with something you have (your mobile phone), and whenever you log into your account, you will need to enter both your password and a security code from your mobile device; and
 - 3.1.6 **Custom Reports** is the setting up and running of non-standard reports that are already available for use (“**Custom Reports**”). You will design, built and run Custom Reports by yourself.
- 3.2 Service Options may not be available in all countries.
- 3.3 You will be able to download the following features offered by the Supplier as part of the Cisco Cloud Umbrella Service, on a self-service basis, but BT will not provide any support for these:
 - 3.3.1 Cisco ISR4K and WLAN (by VLAN/SSID);
 - 3.3.2 Meraki / Viptela integration;
 - 3.3.3 Wireless LAN controller integration or partner integrations (Aruba, Cradlepoint, Aerohive);
 - 3.3.4 Umbrella roaming client (for Macintosh operating systems);
 - 3.3.5 Mobile Devices;
 - 3.3.6 Apple Macintosh Operating System based devices;
 - 3.3.7 Chromebook devices;
 - 3.3.8 AnyConnect module;
 - 3.3.9 Cisco Security Connector; and
 - 3.3.10 Chromebook Client extension.

4 Service Management Boundary

- 4.1 BT will provide and manage the Cisco Cloud Umbrella Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order from the point where you present traffic to, or receive traffic from, any infrastructure owned or controlled by the Supplier or BT (“**Service Management Boundary**”).

- 4.2 BT will have no responsibility for the Cisco Cloud Umbrella Service outside the Service Management Boundary.
- 4.3 You are responsible for making any necessary configuration changes for in-life management of service elements, which can be accessed through the provided Customer Portal.
- 4.4 BT does not guarantee that the Cisco Cloud Umbrella Service will detect or block all malicious and unauthorised threats and actions.
- 4.5 BT does not make any representations, whether express or implied, about the interoperability between the Cisco Cloud Umbrella Service and any Customer Equipment.
- 4.6 Certain Service Options may require you to have specific Customer Equipment that meets minimum specifications, communicated to you by BT or the Supplier, to benefit from full functionality. BT will not be responsible for any inability to provide the Cisco Cloud Umbrella Service or degradation of the Cisco Cloud Umbrella Service where you use the Cisco Cloud Umbrella Service without the required Customer Equipment.
- 4.7 BT does not guarantee that the Cisco Cloud Umbrella Service will be provided uninterrupted.

5 Associated Services and Third Parties

- 5.1 You will provide and maintain an Internet connection at the Site(s) at all times for use with the Cisco Cloud Umbrella Service, including providing and maintaining any Customer Equipment necessary for such connection. You will pay all charges related to provision, maintenance and use of such Internet connections and report any incidents on the Internet connections directly to the Supplier of the compatible Internet connections.
- 5.2 If BT provides you with any services other than the Cisco Cloud Umbrella Service, this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.3 BT will not be liable for failure to or delay in supplying the Cisco Cloud Umbrella Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

6 Specific Terms

6.1 Changes to the Contract

- 6.1.1 BT may make changes to this Schedule or the Charges to ensure compliance with Applicable Law. Where you do not agree to such change you can terminate the Service in accordance with Clause 17 of the General Terms.
- 6.1.2 In addition to Paragraph 6.1.1, BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 45 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 6.1.3 Within 45 days of any Notice to Amend, you will provide BT Notice:
 - (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations during the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 6.1.4 If we have not reached agreement in accordance with Paragraph 6.1.3(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 6.1.3(c) or BT may give Notice of termination, in which case BT will cease delivering the Service on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

6.2 Service Start Date

The Service Start Date is the date that BT notifies you that the Cisco Cloud Umbrella Service has been enabled in accordance with Paragraph 7.2.2.

6.3 Minimum Period of Service and Renewal Periods

- 6.3.1 Unless one of us gives Notice to the other of an intention to terminate the Cisco Cloud Umbrella Service at least 30 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the Cisco Cloud Umbrella Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.

6.4 Supported Configurations

6.4.1 BT will only support any version of the following operating systems against Cisco Cloud Umbrella Service:

- (a) Windows 7;
- (b) Windows 8.1; and
- (c) Windows 10.

6.4.2 The Cisco Cloud Umbrella Service will be able to support the following virtual environment:

- (a) VMWare – version ESX or ESXi 4.1 update 2 (or newer);
- (b) Hypervisor – versions:
 - (i) Windows 2008 R2 Server with Hyper-V role;
 - (ii) Hyper-V Server 2008;
 - (iii) Windows Server 2012, SP1, or R2 (Standard or Datacenter) or 2016 with Hyper-V role; and
 - (iv) Hyper-V Server 2012 or 2012 R2 or 2016.

6.5 Customer Portal

6.5.1 You will have access to a Supplier's Internet based Customer Portal, as set out in Paragraph 2.2.

6.5.2 You may allow multiple Administrators to access the Customer Portal. You will give each your Administrator a unique login and provide full access or read only privileges specific to each.

6.5.3 In order to manage any Incidents on the Cisco Cloud Umbrella Service, you will provide BT with an account on the Customer Portal.

6.5.4 Where you have not provided BT with an account to access the Customer Portal to manage Incidents, the response times set out in Paragraph 7.3.3 will not apply.

6.6 Supplier Intellectual Property

6.6.1 The Supplier uses:

- (a) product names associated with the Cisco Cloud Umbrella Service and other trademarks;
- (b) certain audio and visual information, documents, software and other works of authorship; and
- (c) other technology, software, hardware, products, processes, algorithms, user interfaces, patents, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information,

(together, the "**Supplier Technology**"); and

6.6.2 The Supplier Technology is protected by intellectual property rights owned or licensed by the Supplier ("**Supplier IP Rights**").

6.6.3 All right, title and interest in and to the Software, and all associated Supplier IP Rights, will at all times remain vested in the Supplier and its licensors, and, other than the rights granted in this Contract, you will acquire no other rights, express or implied, in the Service.

6.7 Supplier Acceptable Use

6.7.1 You will use the Cisco Cloud Umbrella Service solely for your business purposes and will only permit access to the Cisco Cloud Umbrella Service by your employees, agents and third parties.

6.7.2 You will not, and will not permit or encourage Users to:

- (a) modify, copy or make derivative works based on the Supplier Technology;
- (b) disassemble, reverse engineer, or decompile any of the Supplier Technology;
- (c) create Internet "**links**" to or from the Cisco Cloud Umbrella Service, or "**frame**" or "**mirror**" any of the Supplier's content that forms part of the Cisco Cloud Umbrella Service (other than on your own internal intranet); or
- (d) use the Cisco Cloud Umbrella Service for running automatic queries to web supplies.

6.7.3 You will comply with the Supplier's Acceptable Use Policy as set out in Section 3 of the Cisco Universal Cloud Agreement document available at:

<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html>

and amended or supplemented at any time.

6.7.4 BT, or the Supplier, may block source IP Addresses or suspend your access to the Cisco Cloud Umbrella Service if your use of the Cisco Cloud Umbrella Service does not comply with this Contract.

("Supplier's Acceptable Use Policy").



6.8 Customer Transaction Logs

- 6.8.1 BT and the Supplier may use, reproduce, store, modify, and display the information from the Customer Transaction Logs for the purpose of providing the Cisco Cloud Umbrella Service.
- 6.8.2 BT and the Supplier may use the malware, spam, botnets or other information related to the Cisco Cloud Umbrella Service for the purpose of:
- (a) maintaining and improving the Cisco Cloud Umbrella Service;
 - (b) complying with all legal or contractual requirements;
 - (c) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Cisco Cloud Umbrella Service;
 - (d) anonymously aggregating and statistically analysing the content; and
 - (e) other uses related to the analysis of the Cisco Cloud Umbrella Service.
- 6.8.3 BT will retain the Raw Transaction Logs for rolling one month periods during the provision of the Service, and will retain the Summarised Transaction Logs and any other Customer Transaction Logs for rolling six-month periods during the provision of the Cisco Cloud Umbrella Service.
- 6.8.4 At the end of the Cisco Cloud Umbrella Service, BT will delete the Customer Transaction Logs, in accordance with the one month or six-month retention cycle set out in Paragraph 6.8.3, unless you request in writing that BT (or the Supplier) maintains the Customer Transaction Logs for an additional time period, which will be subject to agreement and an additional Charge to be agreed between you and the Supplier.

6.9 Suggestions, Ideas and Feedback

- 6.9.1 You agree that the Supplier and BT will have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Cisco Cloud Umbrella Service, to the extent it is not your Confidential Information.

6.10 Exceeding Licensed Volumes

- 6.10.1 Your allowed service consumption is based on the number of End Users purchased by you.
- 6.10.2 If your consumption increases over the End User volumes in the order, BT or the Supplier will notify you and you will work with BT or the Supplier to implement an End User reduction plan, or you will work with BT to renegotiate the Charges.
- 6.10.3 If we both are unable to reach a mutually agreeable solution within 90 days of the notice in Paragraph 6.10.2, then either:
- (a) BT will increase the Charges by three percent for every 10 percent increase in your End User volumes; or
 - (b) BT may terminate the affected Order without any liability, except that BT will refund any pre-paid fees pro-rated for the unused portion of the term of the Cisco Cloud Umbrella Service.

6.11 Export Compliance and Use

- 6.11.1 You will not and you will not allow your Users to access or use the Cisco Cloud Umbrella Service in violation of any U.S. or other applicable export control or economic sanctions laws.
- 6.11.2 You will not access or use the Cisco Cloud Umbrella Service, or allow your Users to access or use the Cisco Cloud Umbrella Service, directly or indirectly, if you or your Users are located in any jurisdiction in which the provision of the Cisco Cloud Umbrella Service is prohibited under Applicable Law, including the laws of U.S.A, including in Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region ("**Prohibited Jurisdiction**"), and that you do not, directly or indirectly, provide access to the Cisco Cloud Umbrella Service to any government, entity or individual located in any Prohibited Jurisdiction.
- 6.11.3 You warrant that:
- (a) you are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; and
 - (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction.

6.12 Customer Committed Date

- 6.12.1 If you request a change to the Cisco Cloud Umbrella Service or any part of the Cisco Cloud Umbrella Service, then BT may revise the Customer Committed Date to accommodate that change.
- 6.12.2 BT may expedite delivery of the Cisco Cloud Umbrella Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

6.13 Invoicing

6.13.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Recurring Charges monthly in advance on the first day of the relevant month and for any period where the Cisco Cloud Umbrella Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis. Recurring Charges will be charged from the Service Start Date and include the Charges for the applicable Service Software license;
- (b) any Termination Charges incurred in accordance with Paragraph 6.14 upon termination of the relevant Service.

6.13.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the Cisco Cloud Umbrella Service in accordance with Paragraph 7.2 outside of Business Hours;
- (c) Charges for restoring Cisco Cloud Umbrella Service if the Cisco Cloud Umbrella Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
- (d) Charges for expediting provision of the Cisco Cloud Umbrella Service at your request after BT has informed you of the Customer Committed Date; and
- (e) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

6.14 Termination Charges

6.14.1 If you terminate the Contract or the Cisco Cloud Umbrella Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) any other Charges as set out in any applicable Order; and
- (c) any charges reasonably incurred by BT from a supplier as a result of the early termination.

6.14.2 In addition to the Charges set out at Paragraph 6.14.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for the remaining months on the Minimum Period of Service or Renewal Period.

6.15 Amendments to the General Terms

6.15.1 The wording in Clause 11 of the General Terms is deleted and replaced with the following:

“11.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 14 days after the date of the invoice.

11.2 We will both settle an invoice dispute within 14 days and you will pay the amount we both finally agree on within seven days of both of us agreeing it.

11.3 BT may still charge you a late payment charge or interest in accordance with Clause 10.1.1 for any amount we both agree under Clause 11.2.”

6.15.2 The wording in Clause 22.4 of the General Terms is deleted and replaced with the following:

“22.4 Other than for those matters set out in Clause 22.2 and Clause 22.5, the total liability of either of us, regardless of how that liability arose and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will not exceed the total of all Charges paid for the Service in the 12 months preceding the last event giving rise to the liability.”

6.15.3 A new Clause 31.1.3 and 31.3.4 is added after Clause 31.1.2 of the General Terms:

“31.1.3. add Users or User Subscriptions to an existing Service after the Service Start Date; or

31.1.4. add Service components to the existing Service after the Service Start Date”

6.15.4 A new Clause 31.5 is added after Clause 31.4 of the General Terms:

“31.5. You will not submit a request to reduce the User volumes on a Service.”

6.15.5 All other terms in Clause 31 of the General Terms will continue to apply un-amended.

Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cisco Cloud Umbrella Service, BT will:

- 7.1.1 provide you with contact details for the Service Desk;
- 7.1.2 deploy the Cisco Cloud Umbrella Service using one or more of the supply methods set out at any online address BT or the Supplier provides you with; and
- 7.1.3 configure a basic and generic security policy. BT will not be responsible for defining your security policy and will not be liable for any consequences arising from a misspecification of your security requirements, or from unforeseen consequences of a correctly specified and correctly implemented service configuration.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 agree a date with you for commencement of the Cisco Cloud Umbrella Service and will use commercially reasonable endeavours to procure that the Supplier provisions the Cisco Cloud Umbrella Service on this date;
- 7.2.2 on the date that the Cisco Cloud Umbrella Service has been provisioned, send you a provisioning email with Customer Portal log in information;
- 7.2.3 provide you with activation support to ensure that you have access to the Customer Portal for configuration of the Cisco Cloud Umbrella Service; and
- 7.2.4 configure the Cisco Cloud Umbrella Service with a standard BT profile providing a basic level of cover, that you will need to customise to meet your specific requirements.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will work with the Supplier as necessary to restore Cisco Cloud Umbrella Service as soon as practicable during Business Hours if you report an Incident in the Cisco Cloud Umbrella Service;
- 7.3.2 may carry out Maintenance from time to time and will use reasonable endeavours to inform you at least five Business Days before any Planned Maintenance on the Cisco Cloud Umbrella Service, however, BT may inform you with less notice than normal where Maintenance is required in an emergency or where the Supplier has not provided BT with a sufficient notice;
- 7.3.3 in relation to the Gold Support Service, respond to Incidents in in line with the following table starting from when the Service Desk provides you with a Ticket:

Service Impact	Response Time
Priority 1: Complete loss of Cisco Cloud Umbrella Service or an issue that prevents operation of critical documented functions with high frequency or duration.	30 minutes for phone and 2 hours for email
Priority 2: An issue occurs if the Cisco Cloud Umbrella Service is available but response times are slow while Your Internet connection is working correctly. Issues include technical questions or configuration issues related to End User's account that moderately impact End User's ability to use the Umbrella Service.	One Business Day
Priority 3: Information requests include account questions, password resets, and feature questions. Supplier personnel will be assigned to work on the resolution at the time of response or as soon as practicable thereafter.	Two Business Days

- 7.3.4 may, in the event of a security breach affecting the Cisco Cloud Umbrella Service, require you to change any or all of your passwords.

7.4 The End of the Service

On termination of the Cisco Cloud Umbrella Service by either of us, BT or the Supplier, as applicable:

- 7.4.1 will terminate your access to the Customer Portal and Service Software and cease to provide all other elements of the Cisco Cloud Umbrella Service; and
- 7.4.2 will destroy or otherwise dispose of any of the saved Customer Data unless BT receives, no later than ten days after the date of the termination of this Contract, a written request for the delivery to you of the then most recent back-up of the Customer Data. BT will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination).

8 Your Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Cisco Cloud Umbrella Service, you will:

- 8.1.1 provide BT or the Supplier with any technical data or other information reasonably required by BT or the Supplier without undue delay;
- 8.1.2 accept the Supplier's terms and conditions when you access the Customer Portal for the first time;
- 8.1.3 complete the initial set up of the Cisco Umbrella Service within 30 days from the day you log into the Customer Portal;
- 8.1.4 deploy a customer specific security policy;
- 8.1.5 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 8.1.6 ensure that your firewall configurations and network settings allow the traffic types necessary for BT to provide the Cloud Cisco Umbrella Service;
- 8.1.7 change your public recursive DNS provider to Cisco Cloud Umbrella Service from your Internet service provider or other third-party DNS provider;
- 8.1.8 ensure DNS traffic is forwarded to the Cisco Cloud Umbrella Service;
- 8.1.9 be responsible for all local firewall rules required to allow access to the Cisco Umbrella Cloud (e.g., allowing outbound UDP port 53 to 208.67.222.222);
- 8.1.10 configure proper settings in the Umbrella Dashboard; otherwise, default settings will apply;
- 8.1.11 ensure that you tailored the Cisco Cloud Umbrella Service for your specific requirements, in accordance with Paragraph 7.2.4;
- 8.1.12 where you use a local HTTP proxy, ensure that it is correctly configured to be compatible with the Cisco Cloud Umbrella Service;
- 8.1.13 manage the Cisco Cloud Umbrella Service deployments, policies, reports and other configuration options through the Cisco Cloud Umbrella Service dashboard or available APIs;
- 8.1.14 provide a valid email for authentication and maintain accounts for other users in their Umbrella Dashboard;
- 8.1.15 use Customer Equipment that is interoperable and supported by the Supplier and that meets any Supplier requirements for Service Options that may be communicated to you by BT or the Supplier from time to time;
- 8.1.16 ensure that Customer Equipment is installed and operated according to applicable third party vendor specifications and recommendations, and ensure that Customer Equipment has the capacity to forward traffic to the Supplier;
- 8.1.17 be responsible for setting up and using the Service Options listed in Paragraph 3.1 within the Umbrella Dashboard;
- 8.1.18 where applicable, be responsible for download and deployment of the Umbrella Roaming Client Software on Users' devices and the configuration and management of all settings relevant to the Umbrella Roaming Client Software;
- 8.1.19 where applicable, be responsible for download and deployment of the Umbrella Virtual Appliance Software and the configuration and management of all settings relevant to the Umbrella Virtual Appliance Software;
- 8.1.20 where applicable, be responsible for download and deployment of the SSL Certificate for using the Intelligent Proxy and the configuration and management of all settings relevant to Intelligent Proxy;

- 8.1.21 where applicable, be responsible for connection to the Amazon S3 Bucket Service and the configuration and management of all settings relevant to the Amazon S3 Bucket Service;
 - 8.1.22 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the Cisco Cloud Umbrella Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
 - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.22, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.22;
 - 8.1.23 ensure that you order the appropriate Service Options for your requirements;
 - 8.1.24 only transfer a User Subscription from one User to another individual if the original User is no longer permitted to access, and no longer accesses, the Internet in connection with the Service;
 - 8.1.25 carry out all of your other responsibilities set out in this Contract in a timely and efficient manner. If there are any delays in completion of your responsibilities, BT may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 8.1.26 register all network devices;
 - 8.1.27 in order to ensure proper internal DNS resolution, be responsible for specifying all internal domains in the Umbrella Dashboard;
 - 8.1.28 install and maintain the hypervisor used to host the Umbrella Virtual Appliance Software, including two virtual appliances at each Site for redundancy;
 - 8.1.29 create any required Active Directory service accounts and grant any necessary permissions for such accounts;
 - 8.1.30 in order to ensure proper internal DNS resolution, be responsible for configuring the Umbrella Virtual Appliance Software with the correct internal DNS servers, and specifying all internal domains in the Umbrella Dashboard;
 - 8.1.31 install the Cisco Root Certificate on endpoint devices for the SSL Decryption in the Intelligent Proxy;
 - 8.1.32 where you choose a self-managed Amazon S3 Bucket Service to store Customer Transaction Logs, be responsible for the configuration of that Service;
 - 8.1.33 where you use single sign-on (SAML), maintain authentication with your own SAML service provider; and
 - 8.1.34 in relation to the Customer Portal:
 - (a) give each Administrator a unique login and provide full access or read-only privileges specific to each; and
 - (b) give BT full access rights as an Administrator to the Customer Portal, where needed.
- 8.2 During Operation**
- On and from the Service Start Date, you will:
- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
 - 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
 - 8.2.3 install, configure, monitor and maintain any Customer Equipment connected to the Cisco Cloud Umbrella Service or used in connection with a Cisco Cloud Umbrella Service;
 - 8.2.4 ensure that any Customer Equipment that is connected to the Cisco Cloud Umbrella Service or that you use, directly or indirectly, in relation to the Cisco Cloud Umbrella Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) technically compatible with the Cisco Cloud Umbrella Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (c) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
 - 8.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:

- (a) does not meet any relevant instructions, standards or Applicable Law; or
- (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about such material,

and redress the issues with the Customer Equipment prior to reconnection to the Service;

- 8.2.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' and your access to the Cisco Cloud Umbrella Service. If you decide to, you may assign one login combination to BT's personnel;
- 8.2.7 be responsible for your Users' use of access profiles and passwords;
- 8.2.8 maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 8.2.9 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Cisco Cloud Umbrella Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) take all reasonable steps to prevent unauthorised access to the Cisco Cloud Umbrella Service;
 - (d) satisfy BT's security checks if a password is lost or forgotten; and
 - (e) change any or all passwords or other systems administration information used in connection with the Cisco Cloud Umbrella Service if BT requests you to do so in order to ensure the security or integrity of the Cisco Cloud Umbrella Service;
- 8.2.10 transfer a User Subscription from one User to another individual if the original User is no longer permitted to access and no longer accesses the Internet in connection with the Cisco Cloud Umbrella Service;
- 8.2.11 undertake all aspects of security policy configuration, including setting up User groups, using the Customer Portal;
- 8.2.12 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;
- 8.2.13 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Cisco Cloud Umbrella Service;
- 8.2.14 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately;
- 8.2.15 submit a modify order request to inform BT, if you need to increase the number of Users using the Cisco Cloud Umbrella Service. In these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds the ordered limit, BT may increase the Charges or require that you reduce the number of Users using the Cisco Cloud Umbrella Service;
- 8.2.16 provide BT with 14 days' prior Notice of any changes to your network that may impact the working of the Cisco Cloud Umbrella Service, and provide BT with all necessary details. If this information is not provided within this timeframe, BT will have no liability for a failure or delay in providing any necessary changes to the Cisco Cloud Umbrella Service configuration; and
- 8.2.17 accept that BT may suspend an account. In each case BT will give you Notice seven days before suspending that account.

8.3 The End of the Service

On termination of the Cisco Cloud Umbrella Service by either of us, you will:

- 8.3.1 pay all reasonable expenses incurred by BT in returning or disposing of Customer Data in accordance with Paragraph 7.4.2;
- 8.3.2 accept that the Supplier will only retain the preceding six months of Customer Data at any time, unless agreed otherwise, in such case an additional Charge may apply.

9 Notification of Incidents



Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to the Service Desk;
- 9.2 BT will give you a Ticket;
- 9.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 9.5 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.3 and 9.4 will apply.
- 9.6 BT will not handle any Incidents with the Service Software that you use to access the Customer Portal.



Part C – Service Level Target

10 Service Availability

10.1 Availability Service Level

10.1.1 From the Service Start Date, BT will use reasonable endeavours to provide the Cisco Cloud Umbrella Service with a target availability of 99.999% of the total hours during every month you use the Cisco Cloud Umbrella Service (“**Availability Service Level**”).

10.1.2 Availability will be calculated by dividing the total number of minutes of Uptime during the applicable calendar month by the total number of minutes in such month, minus minutes of Outages occurring due to scheduled maintenance and attributable to Third Party Actions, and multiplying that amount by 100. The formula for this calculation is as follows:

$$\text{Availability} = (X / Y) \times 100$$

X = Total # of minutes of Uptime during calendar month

Y = (Total # of minutes in such calendar month) - (Total # of minutes of Outages from scheduled maintenance and Third Party Actions)

Part D – Defined Terms

11 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“**2FA Authentication**” has the meaning given in Paragraph 3.1.5.

“**Active Directory**” means a Microsoft product that consists of several services that run on Windows server to manage permissions and access to networked resources.

“**AD Info**” means Active Directory reporting tool.

“**Administrator**” means person authorised by you who is responsible for managing the Cisco Cloud Umbrella Service using the Customer Portal.

“**Amazon S3 Bucket Service**” has the meaning given in Paragraph 3.1.4.

“**API**” means application programming interface.

“**Availability Service Level**” has the meaning given in Paragraph 10.1.1.

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Charges**” means those Charges set out in the Order in relation to the Standard Service Components.

“**Cisco Cloud Umbrella Service**” has the meaning given in Paragraph 1.

“**Cisco Root Certificate**” means a public key certificate that is issued by a trusted certificate authority (CA), in this case issued by Cisco.

“**Customer Data**” means the data inputted by you or Users for the purpose of using the Services.

“**Customer Equipment**” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a Cisco Cloud Umbrella Service.

“**Customer Transaction Logs**” means the Raw Transaction Logs and the Summarised Transaction Logs, and in the case of all other Service Options, the metadata of all network traffic sent to or received by the Supplier from or to you in your use of the Cisco Cloud Umbrella Service.

“**Customer Portal**” has the meaning given in Paragraph 2.2.

“**Custom Reports**” has the meaning given in Paragraph 3.1.6.

“**Domain Name Service**” or “**DNS**” means a directory system which translates numeric IP addresses into Domain Names to identify users on the Internet.

“**DNS Transaction**” means a recursive DNS query sent from you through your use of the Service.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**End User**” means a person or entity taking the Service (whether directly or indirectly).

“**General Terms**” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“**Gold Support Service**” has the meaning given in Paragraph 2.3.

“**File Transfer Protocol**” or “**FTP**” means standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

“**Help Desk**” means the second level “**follow-the-sun**” helpdesk that will be available 24x7x365 for Priority 1 cases, and 24x5 Monday 4pm to Friday 5pm Pacific Standard Time for Priority 2 and 3 cases, which will:

- (a) help manage the Cisco Cloud Umbrella Service and troubleshoot issues related to traffic forwarding, authentication, policies, no Internet or slow Internet or Site issues with the Cisco Cloud Umbrella Service; and
- (b) contact the Supplier’s helpdesk when further troubleshooting is required or to request changes, provisioning or service reviews.

“**Hyper-Text Transfer Protocol**” or “**HTTP**” means an application protocol for distributed, collaborative, hypermedia information systems.

“**Hyper-Text Transfer Protocol Secure**” or “**HTTPS**” means a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Cisco Cloud Umbrella Service or particular element of the Cisco Cloud Umbrella Service.

“Intelligent Proxy” means a security setting within the Umbrella Dashboard that does not require any additional software or hardware.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“Internet Protocol” or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“IP Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“Location” means a right for specific access point to the Internet in connection with the Cisco Cloud Umbrella Service.

“MSSP” means a managed security service provider.

“Minimum Period of Service” means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“Notice to Amend” has the meaning given in Paragraph 6.1.1.

“Outage” means Cloud Cisco Umbrella Service is completely unreachable when your Internet connection is working correctly.

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“Prohibited Jurisdiction” has the meaning given in Paragraph 6.11.2.

“Raw Transaction Log” means the metadata of all network traffic sent to or received from you through your use of the Service.

“Recurring Charges” means the Charges for the Cisco Cloud Umbrella Service or applicable part of the Cisco Cloud Umbrella Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“Renewal Period” means for each Cisco Cloud Umbrella Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Security Assertion Markup Language” or **“SAML”** mean an open standard for exchanging authentication and authorization data between parties, in particular, between an identity provider and a service provider.

“Service Desk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Cisco Cloud Umbrella Service.

“Service Level” means each of the On Time Delivery Service Level, the Availability Service Level, the Network Performance Service Level and the Resiliency Restoration Service Level.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Service Options” has the meaning given in Paragraph 3.

“Service Software” means the Cisco Umbrella cloud based managed security Service, and any downloadable Cisco software used to implement and use Cloud Cisco Umbrella service features.

“SIEM” means security information and event management.

“Site” means a location at which the Cisco Cloud Umbrella Service is provided.

“SSL Certificate” has the meaning given in Paragraph 3.1.3.

“Standard Service Components” has the meaning given in Paragraph 2.

“Summarised Transaction Logs” means the summarised versions of the Raw Transactions Logs.

“Supplier” means Cisco International Limited, having its principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, England TW14 8HA, United Kingdom and Cisco Systems, Inc., with its principal place of business at 170 West Tasman Drive, San Jose, CA, 95134.

“Supplier’s Acceptable Use Policy” means Cisco Acceptable Use Policy as published, set out and may be amended or supplemented at any time at: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html>.

“Supplier IP Rights” has the meaning given in Paragraph 6.6.2.

“Supplier Technology” has the meaning given in Paragraph 6.6.1.

“Third Party Action” means any action beyond BT and Supplier’s reasonable control including, without limitation, the performance of Internet networks controlled by other companies or traffic exchange points that are controlled by other companies, labour strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labour conditions, earthquakes and material shortages. If a dispute arises about whether or not an Outage occurred, the Supplier will make a determination in good faith based on its system logs, monitoring reports and configuration records, and as between your records and Supplier records, Supplier records will control. Supplier will not be responsible for any Outages arising out of Third Party Actions.

“Ticket” means the unique reference number provided by BT for an Incident and that may also be known as a **“fault reference number”**.



“Umbrella Dashboard” means the MSSP web portal provided by the Supplier or the Customer Portal provided by the Supplier.

“Umbrella Roaming Client Software” has the meaning given in Paragraph 3.1.2.

“Umbrella Virtual Appliance Software” has the meaning given in Paragraph 3.1.1.

“Uniform Resource Locator” or **“URL”** means a character string that points to a resource on an intranet or the Internet.

“Uptime” means the number of minutes where there were no Outages, excluding Outages for Planned Maintenance and Third Party Actions.

“User Datagram Protocol” or **“UDP”** means a simple message-oriented transport layer protocol.

“User Subscription” means a right for a specific individual User to access the Internet using the Service. (**Note:** in an environment where no User authentication is present, every 2,000 DNS Transactions per day flowing through the Service will be attributed to one User Subscription (i.e. the number of User Subscription used would be calculated by dividing the total number of DNS Transactions flowing through the Service per day by 2,000).